

## **12 Days of Giveaways Terms and Conditions**

### **1. Introduction**

1.1 The promoter of this competition is Cape Town Tourism, the City of Cape Town's official regional tourism organization (the "Promoter"). The Promoter can be contacted at 33 Hammerschlag Way, Foreshore, Cape Town, 8001 and 0861 322 223.

1.2 By entering the competition, you agree to the rules of this competition without exception. If you require any help or have any enquiries relating to these competition rules, please contact the Promoter at [competitions@capetown.travel](mailto:competitions@capetown.travel).

1.3 There are no entry fees to participate in this competition.

1.4 No entries will be accepted after midnight, South African time, daily.

### **2. How long will this competition last?**

2.1 This is a daily competition, with a new prize added at every morning at 10am, between the 4<sup>th</sup> and 19<sup>th</sup> December 2024. (weekends are excluded)

2.2 Winners will be notified via social media the next day and will be required to contact Cape Town Tourism to claim their prize.

2.3 If a Winner does not contact Cape Town Tourism within 24 hours of the public notification, they will forfeit the prize.

2.4 The competition is only open to those who are able to redeem the prize in Cape Town, within the allocated expiry prize redemption times.

2.5 The Promoter shall not be responsible for entries to the competition that are not received for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.

2.6 Only the sponsor will be liable for prize redemption.

2.7 Winners will be selected via automated random selection.

2.8 Prizes cannot be exchanged for cash.

### **3. Who can enter this competition?**

3.1 You are entitled to enter this competition if you are over the age of 18.

3.2 An agent of, or consultant or employees of the Promoter, or a supplier, sponsor, or advertiser of goods or services in connection with this competition, or any entity or person directly or indirectly controlling or controlled by the Promoter, or marketing service providers in respect of the competition, or a spouse, life partner, parent, child, brother, sister or business partner of any of the above-mentioned persons are not entitled to enter this competition.

### **4. Winners**

4.1 Winners of prizes will be randomly selected as per 2.6.

4.2 Winners will be announced on LoveCapeTown social media platforms and will be required to contact Cape Town Tourism within 24 hours. Winners should check the competition post and stories for the announcement.

4.3 If the winner does not contact Cape Town Tourism within 24 hours of the announcement, the promoter reserves the right to forfeit the prize or redraw the prize.

4.4 The winner may be asked to participate in marketing activities, including having their photograph taken, but the winner is entitled to decline to do so.

### **5. What do we do with your personal information?**

5.1 The Promoter may collect, store and use (but not share) personal information (as defined in the Protection of Personal Information Act 4 of 2013) of each participant for communication and statistical purposes. Any personal data submitted to the Promoter in connection with the competition will be used by the Promoter for the purpose of administering the competition and for marketing purposes where the Participant has consented to this.

5.2 Subject to the paragraph above, certain personal information of the winner, such as their name and where they reside, may be published on the Promoter's platforms, such as their website and social media channels.

5.3 The Promoter takes security seriously and takes precautions to keep personal information secure. The Promoter has put in place appropriate physical, electronic and managerial procedures to safeguard the personal information it collects.

5.4 The Promoter has no control over the privacy of any emails while in transit from the Participant's email address to the Promoter's nominated email address. The Promoter recommends that you do not include any confidential, proprietary or sensitive information in an email. In the unlikely event that the Promoter believes that the security of the personal information in its possession or control may have been compromised, it may seek to notify you of that development. The Promoter will notify the Participant as soon as possible under these circumstances.

5.5 The use of your personal information is also regulated by the Promoter's privacy policy which is accessible at <http://www.capetown.travel/terms-of-use-privacy-policy-and-disclaimer>.

## **6. Social media platforms**

6.1 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or any other social network platform on which the competition may be communicated.

6.2 By entering this competition, you acknowledge that you will also have to agree to be bound by the terms and conditions and terms of use applicable to the relevant social media platform on which the competition is communicated. Please note that such terms and conditions may require you to release the social media platform from any claims arising in connection with the competition or the acceptance and/or use of any of the Prizes.

## **7. General**

7.1 The Promoter reserves the right to amend the rules of the competition or to withdraw from the competition at any time if circumstances beyond its control make this unavoidable.

7.2 It is important for the winner to check the terms and conditions of the sponsor(s) of the Prize as they may contain "block out" dates which may apply.

7.3 These terms and conditions are governed by South African law. The competition is regulated by the Consumer Protection Act 68 of 2008 (the "CPA"). It is not intended that any provision of these terms and conditions contravene any provision of the CPA and therefore all provisions of these terms and conditions must be treated as being qualified, if and to the extent necessary, by the provisions of the CPA to ensure that the provisions of the CPA are complied with.

7.4 As far as the law allows, neither the Promoters, the sponsors, their respective affiliates, members, nor the directors, officers, employees or agents of the aforementioned, shall be liable for any loss or damage, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever which may be suffered as a result of entering this competition, the provision of the Prizes, or any act or omission of any other person.

This paragraph does not purport to limit or exempt the Promoter for any loss directly attributable to its gross negligence. In this regard, to the extent allowed by law and subject to 7.3 above, the maximum liability of the Promoter and/or the sponsors to you, whether in contract or delict for all breaches of these rules and all other events, for claims or causes of action arising, or relating to any contract governed by these rules, shall be limited in the aggregate to R3500.

Paragraph 7.4 limits and excludes obligations, liabilities, and legal responsibilities which the Promoter and sponsors may have towards the participant. It also limits and excludes the participant's rights and remedies against the Promoter, sponsors and other persons. What paragraph 7.4 means is that if you suffer any loss arising from the competition, as far as is allowed by law, you cannot claim more than R3500 from the Promoter and sponsors.

7.5. As far as the law allows, by entering this competition, you agree to indemnify and hold the Promoters, sponsors and their affiliates harmless against any loss,

liability, costs, claims and damages of whatsoever nature incurred by the Promoters, sponsors and their affiliates arising out of or in connection with any claim that any use of the submitted images and/or videos infringes the intellectual property rights of the third party.

Paragraph 7.5 must be read carefully as it limits and excludes obligations, liabilities and legal responsibilities which the Promoter and sponsors may have towards the participant and also limits and excludes the participant's rights and remedies against the Promoter, sponsors and other persons. In certain instances, the Promoter and sponsors or other persons or entities may be faced with claims for damages or losses caused by you, for example, when you infringe the intellectual property rights of others, who then claim from the Promoter and sponsors. You agree to take on responsibility and liability for losses and damages the Promoter and sponsors or other persons or entities may suffer, as far as the law allows the Promoter and sponsors to pass this responsibility and liability on to you.

You can access a copy of these terms and conditions at [www.captown.travel](http://www.captown.travel).